

CITY OF BURBANK
BURBANK SHARES
Donated Goods Exchange Program
Terms of Use for Donee

I, the undersigned, on behalf of _____ (the "Participant") and its respective directors, officers, agents, employees, successors, administrators and assigns, do hereby agree to abide by the terms and conditions set forth herein in consideration for the opportunity to participate in the Internet-based recycled and donated goods program referred to as "Burbank Shares."

Program Description

The City of Burbank (the "City") established Burbank Shares as an Internet-based donated and recycled goods exchange program intended to connect donors (referred to as "Donor" and "Donors") of goods that are suitable for reuse ("Donations") with non-profit and charitable organizations that are in need of or have the ability to reuse such goods (referred to as "Donee" and "Donees"). The City established the exchange in order that Donors may post information regarding available donations and to enable Donees to make requests for such donations without any further assistance from the City. The City intends that Donor and Donee will meet in private, without further City involvement, to complete the transfer of Donations.

Disclaimer of Warranties

The City does not inspect, receive, store or otherwise exercise custody or control over any Donations. As such, Participant acknowledges the City cannot verify the description, quantity, condition or quality of any Donation, or determine its fitness for any particular purpose. City hereby disclaims all warranties of any kind, either express or implied, concerning any and all Donation(s).

Waiver of Claims and Indemnification

In consideration for participating in Burbank Shares, Participant hereby waives any and all claims against the City and City's representatives, council members, board members, officers, employees, and agents, that may arise from Participant's acceptance, use or distribution of any Donation(s), or which may arise in any other manner in connection with Participant's participation in the Burbank Shares program. Participant further agrees to indemnify City and City's representatives, council members, board members, officers, employees, and agents from and against any and all claims that may hereafter arise from Participant's acceptance, distribution and any subsequent use of Donations by third parties, or which may arise in any other manner in connection with Participant's participation in the Burbank Shares program.

Other Provisions

All information, material, or other data transmitted to or posted on the Burbank Shares website by any means will be treated as non-confidential and non-proprietary, and may be used by the City or otherwise disseminated by the City consistent with the California Public Records Act.

Participant is expressly prohibited from posting or transmitting to or from the Burbank Shares website any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, or offensive material, or any other material that could give rise to any civil or criminal liability under the law. City disclaims any and all responsibility for the content or material posted by Participants on the Burbank Shares website.

City may at any time revise this Agreement by updating these terms and posting them on the Burbank Shares website. By using the Burbank Shares website, Participant agrees to be bound by any such revisions.

“Participant”

Dated: _____

Signature

Name (Please Print)